

A RESOLUTION OF THE COMMON COUNCIL
APPROVING AN INTERLOCAL AGREEMENT WITH
KNIGHT TOWNSHIP

WHEREAS, Indiana Code 36-1-7-1 *et. seq.* permits governmental units to enter into interlocal cooperation agreements;

WHEREAS, Knight Township (the "Township") desires to engage the City of Evansville (the "City") to provide fire protection services, including the capability to extinguish fires that may occur within the boundaries of the Township; and

WHEREAS, the Township further desires to engage the City to provide fire prevention services, including identification and elimination of potential and actual sources of fire hazards; and

WHEREAS, the Township further desires to engage the City to provide emergency medical services as currently provided by the Evansville Fire Department to the citizens of Evansville, namely "Emergency Medical Services (EMS), first responder, with automatic external defibrillator (AED)";

WHEREAS, in accordance with Indiana law, the Board of Public Safety has approved the attached Interlocal Agreement with Knight Township; and

WHEREAS, Indiana Code 36-1-7-1 *et. seq.* requires this Common Council to approve the attached Interlocal Agreement with Knight Township;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Evansville, Indiana, as follows:

SECTION 1. APPROVAL OF INTERLOCAL AGREEMENT

The Common Council of the City of Evansville hereby approves the attached Interlocal Agreement with Knight Township and hereby authorizes the agreement executed by the Board of Public Safety.

SECTION 2. EFFECTIVE DATE

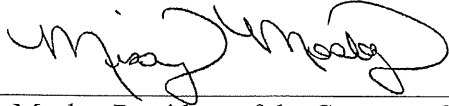
This resolution shall be in full force and effect from and after its passage by the Common Council and signing by the Mayor.

FILED

JUN 21 2016

Janet Widener
CITY CLERK

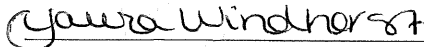
PASSED BY the Common Council of the City of Evansville, Indiana, on the 27 day of June, 2016, and on said day signed by the President of the Common Council and attested by the City Clerk.



Missy Mosby, President of the Common Council,
City of Evansville, Indiana

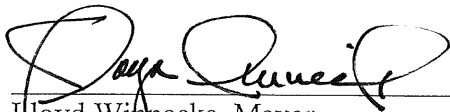
ATTEST: Laura Windhorst
Laura Windhorst, City Clerk
City of Evansville, Indiana

Presented by me, the undersigned City Clerk of the City of Evansville, Indiana, to the Mayor of said city, this 28 day of June, 2016, at 11 o'clock A.m. for his consideration and action thereon.



Laura Windhorst, City Clerk
City of Evansville, Indiana

Having examined the foregoing resolution, I do now, as Mayor of the City of Evansville, Indiana, approve said ordinance and return the same to the City Clerk this 29th day of June, 2016, at 7:30 o'clock A.m.



Lloyd Winnecke, Mayor
City of Evansville, Indiana

APPROVED AS TO FORM
BY TED C. ZIEMER, JR., CORPORATION COUNSEL

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF EVANSVILLE AND KNIGHT TOWNSHIP**

THIS AGREEMENT is made this 14 day of May, 2015, between the City of Evansville, Indiana, a Municipal Corporation, acting by and through its Board of Public Safety, hereinafter called City, and Knight Township, Indiana, acting by and through its Trustee, hereinafter called Township.

WITNESSETH

WHEREAS, the parties desire to enter into an interlocal cooperation agreement pursuant to Indiana Code 36-1-7-1 *et seq.*; and

WHEREAS, the Township desires to engage the City to provide fire protection services, including the capability to extinguish fires that may occur within the boundaries of the TOWNSHIP; and

WHEREAS, the Township, further desires to engage the City to provide fire prevention services, including identification and elimination of potential and actual sources of fire hazards; and

WHEREAS, the Township further desires to engage the City to provide emergency medical services as currently provided by the Evansville Fire Department to the citizens of Evansville, namely "Emergency Medical Services (EMS), first responder, with automatic external defibrillator (AED)";

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties mutually agree as follows:

**ARTICLE I
SCOPE AND PURPOSE OF AGREEMENT**

The purpose of this agreement is for the City to provide: (a) fire protection services, including the capability to extinguish fires that may occur within the boundaries of the Township; (b) fire prevention services, including identification and elimination of potential and actual sources of fire hazards; and (c) emergency medical services as currently provided by the Evansville Fire Department to the citizens of Evansville, namely "Emergency Medical Services (EMS), first responder, with automatic external defibrillator (AED)".

**ARTICLE II
TERM AND DURATION OF AGREEMENT**

The duration of the Agreement shall be for four (4) years beginning on January 1, 2015, and terminating on December 31, 2019. Provided, however, that the duration of this contract may be extended by agreement, in writing, by the parties.

ARTICLE III SPECIFICATIONS AND CHARGES

The fire protection and prevention services shall be provided by the members of the Evansville Fire Department at the direction, command and control of its Fire Chief. The parties incorporate by reference the provisions of Indiana Code 36-1-7-1 as amended.

For the first year of this agreement and for each of the three (3) subsequent years thereafter, Township shall pay to the City an amount equal to the maximum tax levy that can be assessed by the Township per calendar year for the fire protection and prevention services provided by the City. Payments pursuant to this agreement shall be paid in two (2) equal installments each year in the months of June and December after the Township receives its revenue from the property tax settlements.

ARTICLE IV TERMINATION

The parties may terminate this agreement at any time upon 30-days written notice. Upon such termination, the City shall be compensated for all costs incurred and services provided prior to receipt of the notice of termination.

ARTICLE V ADMINISTRATION

This agreement shall be administered through the City's Board of Public Safety and through the Trustee of the Township.

ARTICLE VI LIABILITY AND DAMAGE RESPONSIBILITIES

Any accident and/or injury directly or indirectly claimed involving the facilities or property of the City shall be reported immediately to City. The City may conduct its own investigation of any accident or injury.

The liability of the City under this Article VI is limited to the extent of all limitations on liability available to the City, under the laws of the State of Indiana, as a political subdivision of the State of Indiana including, but not limited to the Indiana Tort Claims Act.

ARTICLE VII APPROVAL, DISBURSEMENT OF FUNDS AND RECORDING

This agreement shall be approved by the fiscal body of each party after it is approved by the City's Board of Public Safety and the Township's Trustee. Additionally, this agreement shall be effective upon recording with the Vanderburgh County Recorder, as required by Indiana Code 36-1-7-6, and filed with the State Board of Accounts within 60 days of approval by the fiscal body of each party.

The Township's Trustee shall disburse monies in accordance with this agreement as provided for herein in Article III of this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

City of Evansville, by and through its Board of Public Safety

BY:

Jo Ann Smith
Steve Bagbey, President
Jo Ann Smith

Mike Retter
MIKE RETTER, Vice President

Steve Bagbey
, Member

ATTEST: Sallee Jung 1/14/15
Secretary

Approved by Evansville City Council:

BY:

Mary Moody
President

Knight Township, by and through its Trustee

BY:

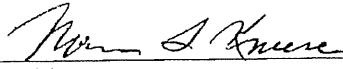
Nathryn M. Martin

ATTEST:

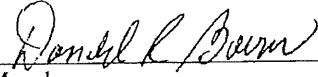
Paula Hurt

Approved by Knight Township Board:

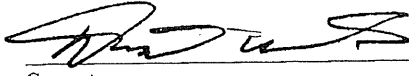
BY:



President



Member



Secretary

APPROVED AS TO FORM BY:
TED C. ZIEMER, JR., CORPORATION COUNSEL

APPROVED AS TO FORM BY:
SHAWN SULLIVAN, TOWNSHIP ATTORNEY